

**EXHIBIT A**  
**DRAFT OPERATING PLAN**

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## I) INTRODUCTION

This Operating Plan between \_\_\_\_\_ (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) at Great Basin National Park (hereinafter referred to as the “Park”) will serve as a supplement to Concession Contract CC-GRBA001-07 (hereinafter referred to as the “Contract”). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within the Park that are assigned to the Concessioner for the purposes required and authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Park.

Any revisions will be consistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract. This plan will remain in effect until superseded or amended.

## II) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 CFR 51, the following definitions apply to this Operating Plan:

- (1) **Affirmative Acquisition.** Donating, buying, or purchasing preference of a product over a similar product because of certain characteristics or properties.
- (2) **Environmental Purchasing.** The affirmative acquisition of environmentally preferable products.
- (3) **Environmentally Preferable.** Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.
- (4) **Hazardous Chemical.** Any chemical which is a physical or health hazard, as regulated by the US Occupational Safety and Health Administration in 29 CFR 1910.1200.
- (5) **Hazardous Material.** A substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as regulated by the US Department of Transportation in 49 CFR 171.
- (6) **Hazardous Substance.** Any hazardous waste, hazardous chemical or hazardous material.
- (7) **Hazardous Waste.** The definition of hazardous waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- (8) **Incidental.** A spill or release of a hazardous substance that does not pose a significant safety or health hazard to employees in the immediate vicinity or to the employee cleaning it up, nor does it have the potential to become an emergency within a short time frame. Incidental releases are limited in quantity, exposure potential, or toxicity and present minor safety or health hazards to employees in the immediate work area or those assigned to clean

them up. An incidental spill may be safely cleaned up by employees who are familiar with the hazards of the chemicals with which they are working.

- (9) **Non-incidental.** A spill or release that is not an incidental spill or release.
- (10) **Pollution Prevention.** "Source reduction," as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.
- (11) **Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- (12) **Recycling.** The act of producing new products or materials from previously used and collected materials.
- (13) **Universal Waste.** The definition of universal waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- (14) **Waste Prevention.** Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- (15) **Waste Reduction.** Preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

### III) RESPONSIBILITIES

#### A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:

- (1) Has the authority and the managerial experience for operating the required and authorized concessions facilities and services within the Park;
- (2) Will employ a staff with the expertise and training to operate all services required and authorized under this Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Park; and,
- (4) Has the responsibility for implementing the policies and directives of the Service.

#### B) Park

The Superintendent of Great Basin National Park has the responsibility for all Park operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession program management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates concessioner activities relating to the Park. This includes:

- (1) Evaluation of concessioner services and facilities;
- (2) Review and approval of rates charged for all commercial services; and,
- (3) Review and approval of any proposed improvement to facilities.

The Service will provide a list of key contacts within 30 days of Contract execution and as revisions are made.

#### **IV) SCOPE OF OPERATIONS**

##### **Capacity**

Capacity for the operations is determined by the Park's planning documents. Currently it is the General Management Plan ("GMP").

#### **V) GENERAL OPERATING STANDARDS AND REQUIREMENTS**

##### **A) Schedule of Operation**

- (1) *Obligation.* The Concessioner will submit approximate dates and hours of operation to the Service for approval by March 15 of each year. The season dates, which will be minimums and which will be approximately from mid-April until mid-October, require prior approval of the Superintendent to reduce. Extension of operating hours may be done without additional approval.
- (2) *Minimum Hours.* The Café and Gift shop will be open from 8:30am until 4:00 pm during the April through Memorial Day and Labor through mid-October seasons. During peak season, from Memorial Day to Labor Day, the Café and Gift Shop will be open from 8:00 am until 5:00 pm.
- (3) For "after hour" emergencies, prominently displayed emergency contact telephone number(s) will be posted at all facilities indicating where the Concessioner and the Park Dispatch Center can be contacted.

##### **B) Rate Determination and Approval Process**

- (1) *Rate Determination.* It is the objective of the Service that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar services and facilities provided by the private sector. Reasonableness of rates will be in accordance with current NPS Concessions Management Guidelines.
  - (a) For food and beverage items, rates will be approved using the Core Menu methodology.
  - (b) For convenience items, rates will be approved based on mark-up percentages.
  - (c) For merchandise items, rates will be approved using competitive market declaration.
- (2) *Request Submittal for Annual Rate Changes.* The Concessioner will submit all requests in writing, at least 60 days prior to the anticipated implementation dates, brochure publication dates, and customer notification. Successful requests, at a minimum, require support by established criteria and comparable data. The information to be included in the request is outlined in current NPS Concession Management Guidelines. The Superintendent will accept for consideration one rate change request (per offered service) per year barring any extenuating circumstances. The timing of the requests should take into account the seasonal aspects of the service.

(3) *Rate Approval*

- (a) Approval Timing. The Service will approve, disapprove or adjust rates and will inform the Concessioner in writing within 60 days of the rate request submittal. It is the responsibility of the Concessioner to submit rate requests in a timely manner.
- (b) Approved Rate Posting. The Concessioner will prominently post all rates for goods and services provided to the visiting public.

(4) *Rate Compliance*

The Services' Concession Management staff will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information for a rate review. Rate compliance will be checked during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Service.

(5) *Reduced Rates for Government Employees*

Goods and services may not be provided to government employees or their families without charge or at reduced rates, except within the provisions described above or as available to the general public.

**C) Evaluations**

The Concessioner will ensure public health, safety, and environmental protection and will provide satisfactory services and accommodations for the park visitor within the assigned areas of responsibility. The operation of accommodations, facilities, and services required and/or authorized by this Contract will conform to the evaluation standards set forth in the current NPS Concessions Management Guidelines.

The Service and/or its representatives and the Concessioner will separately evaluate and monitor concession facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental compliance, impacts on cultural and natural resources, identified maintenance and operating deficiencies, and visitor satisfaction, concerns, and reactions.

The Concessioner will meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner will be responsible for correction of deficiencies and abatement plans within dates assigned by the Service.

- (1) *Frequency of Operational Evaluations*. A minimum of two operational evaluations, one conducted shortly after opening and one conducted during the peak season, will be conducted annually. The evaluations will utilize Service-established standards.
- (2) *Periodic Operations Evaluations and Inspections*. The Service will conduct periodic inspections of Concession facilities and services to evaluate conformance to operational standards. Local managers will be contacted at the time of evaluations so that a Concessioner representative may accompany the Service evaluator. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.
- (3) *Health and Safety Inspections*
  - (a) Concessioner Safety Inspection. The Concessioner's Safety Manager will perform periodic interior and exterior safety inspections of the concession facility, in accordance with its documented Risk Management Plan (See Contract Sec. 6)). The Concessioner's

Safety Manager has the responsibility for health and safety inspections. The Concessioner's Safety Manager will ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.

- (b) NPS Safety Inspections. A Service Safety Officer will annually review the Concessioners Risk Management Program.
- (c) Public Health Inspections. A US Public Health Service Sanitarian will conduct unannounced periodic inspections of the Concessioner's food and beverage service.

(4) *Fire Inspections*

- (a) Inspection of Life Safety Systems. The Concessioner will contract with an independent, certified professional to conduct fire extinguisher inspections and other life, health, and safety systems.
- (b) The Concessioner. The Concessioner will have structural fire inspections done every other year to ensure compliance with the National Fire Protection Code. These inspections shall be scheduled with the Park's Chief Ranger, who can be reached at (775) 234-7331 ext. 216.
- (c) Fire Drills. The Concessioner will conduct routine fire drills of all concession facilities as required by the Risk Management Plan. All employees shall be familiar with evacuation plans, emergency exits, emergency lighting, and fire reporting procedures. Employee training shall include a fire drill.

(5) *Environmental Inspections*

- (a) Environmental Audit. The Concessioner will be subject to a baseline environmental audit and then subsequent routine audits at least once every five years by the Service. The scope of the audit includes applicable federal, state and local laws and regulations, applicable DOI and NPS policies and regulations, and other criteria as contained within the current NPS Environmental Audit Program Operating Guide.
- (6) *Visitor Comments*. In order to elicit responsive visitor comments, the Concessioner will utilize Service-approved comment cards available to visitors in order to measure service and quality standards, pricing, and overall park experience.
  - (a) The Concessioner will respond within ten business days in writing to all visitor complaints regarding Concessioner facilities or services. A copy of the response with any supporting material will be provided to the Service.
  - (b) The Concessioner will forward to the Superintendent all comments on a monthly basis and all complaints on a weekly basis.
  - (c) The Service will forward to the Concessioner any comments and complaints received regarding Concessioner facilities or services. The Concessioner will respond to any complaints within ten business days. The Concessioner will provide a copy of any such responses to the Superintendent, and a copy of any Service responses will be forwarded to the Concessioner.
- (7) *Best Available Information*. In addition, the Concessioner may also be evaluated based on "best available information" from such sources as visitor comments and observations by Service staff. This type of evaluation will be reported in narrative form and will identify sources of information, providing a summary description of the services offered and citing available information on their quality.



- (8) *Other Evaluation Criteria.* The Concessioner may also be evaluated in terms of compliance with contract requirements, such as timely payment of franchise fees, timely submission of annual financial reports, and proof of general liability and workers compensation insurance.

#### **D) General Policies**

- (1) *Facilities Use.* Concession facilities may not be used for activities or services that do not directly and exclusively support contractual services authorized by the Contract without written permission from the Service.
- (2) *Smoking Policy.* Smoking is not permitted in the facility. The Concessioner must comply with NPS Director' Order #50D, Smoking Policy which may be found at <http://www.nps.gov/policy/DOrders/DOrder50D.html>.
- (3) *ADA Compliance.* The Concessioner will ensure that all facilities provided are in accordance with, and meet, accessibility and hospitality guidelines and standards.
- (4) *Credit Cards.* Government-issued credit cards will be honored and at a minimum, MasterCard and Visa will be honored.
- (5) *Special Events.* During periods of low occupancy, the Concessioner may submit to the Service proposed special events that support, and are directly related to, the Park's interpretive themes. Proposed special events may not be scheduled unless and until reviewed and approved by the Service.
- (6) *Lost and Found.* The Concessioner will establish and provide an effective program for handling lost and found or unattended property in facilities and upon lands assigned to the Concessioner. Procedures for the handling of lost and found property will conform to the DO #44, Personal Property Management and Personal Property Management Handbook No. 44, which can be found at <http://www.nps.gov/refdesk/DOrders/DOrder44.html>
- (a) Concessioner Responsibility. Items will be turned over to Concession personnel responsible for administering the lost and found program and tagged to identify the item, date, location, and name of finder. Items of value will be reported to the Service as soon as possible. All items will be delivered to Park headquarters within 72 hours, or not less than two times per week.
- (b) Returning of Property. Owners claiming property may sign to receive property on location after proper identification of the item and owner has been established. No property will be released without the claimant's name, address, and signature acknowledging receipt of property.
- (7) *Vending.* Vending machines are not allowed.
- (8) *Vehicles*
- (a) Licensing, Insurance, Maintenance and Registration. It is the Concessioner's responsibility that all vehicular equipment used as part of the Concessioner's operation will be properly registered, licensed, insured, and maintained by the Concessioner in accordance with all Applicable Laws. Records will be made available to the Service upon request. Current proof of insurance is required in the amount stated in the Contract, Appendix F; Insurance Requirements.
- (b) Parking. The Concessioner will use Service-approved designated areas to park and store vehicles and equipment in a safe, organized manner.

- (c) Identification. Concessioner owned company vehicles, if any, will be discreetly identified with the Concessioner's company name and logo.

(9) *Interactions with Wildlife*

- (a) The feeding of wildlife within the Park's area is not permitted. The Concessioner will not encourage the feeding of wildlife at any facility within its land assignment.
  - (b) Wildlife must not have any access to human food, pet food, garbage, unwashed dishes, and recyclable food and beverage containers containing food residue. Toiletries, soaps and other items with attractive odors should be treated like food.
  - (c) The Concessioner shall conduct all pest control activities following approved Park Integrated Pest Management programs and procedures.
- (10) *Signs and Labels*. All signs will look professional, not be hand printed, and must be approved by the Superintendent prior to installation.

**E) Human Resources Management**

- (1) *Employee Identification and Appearance*. All concession employees in direct contact with the general public must maintain a neat and clean appearance and project a hospitable, positive, friendly, and helpful attitude.
- (2) *Check-in and Checkout Procedures*. The Concessioner will implement and utilize a standardized daily check-in and checkout system for every employee.
- (3) *Employee Hiring Procedures*
  - (a) General Manager. The Concessioner must employ an on-site General Manager who is responsible for the successful implementation of the terms required by the Contract. The on-site General Manager will have full authority to act as a Park liaison in all concession administrative and operational matters.
  - (b) Staffing Requirements. The Concessioner will hire a sufficient number of employees to provide satisfactory visitor services during the season. The Concessioner will attempt to offer its employees a full workweek whenever possible. Before employment, the Concessioner will inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
  - (c) Drug-free Environment. The Concessioner will maintain, to the greatest extent possible a workplace free of illegal drug-use. Should any illegal drug use occur, it must be promptly reported by the Concessioner to the Chief Ranger.
  - (d) Background Checks. The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The Concessioner will not hire or retain any person known to have an outstanding warrant for arrest.
  - (e) Driver Requirements
    - Vehicles. Drivers of delivery trucks or passenger carrying vehicles will have a valid operator's license for the size and class of vehicle being driven or operated.
  - (f) Equal Opportunity. The Concessioner and its employees shall not discriminate against any individual because of race, creed, color, sex, national origin, or physical or mental handicap and shall comply with equal opportunity and accessibility standards and requirements.

- (g) Affirmative Action. The Concessioner will have an affirmative action plan as required by law and will post the plan in offices and work areas.
- (h) Park Employees. The Concessioner will not hire a spouse or dependent child of a Park employee without prior notification and written approval of the Superintendent.
- (4) Training. The Park will provide necessary information to the Concessioner to include as training materials for their employees.
  - (a) Orientation. The Concessioner will provide mandatory employee orientation and training and will inform employees of Park's regulations and requirements that affect their employment and activities while working and residing within the Park. As part of orientation, the Service may also review Concessions regulations and Service policy with employees and managers. The orientation will include general environmental awareness training. Environmental awareness training will be coordinated with the Service, including training on the Environmental Management Program, and will be given to all employees at the start of their employment and annually thereafter.
  - (b) Park Training. The Concessioner will encourage their employees to attend at least one Park-related orientation training during the course of their season. All concession employees are encouraged to attend any Service-sponsored training.
  - (c) Job Training. The Concessioner will provide appropriate job training to each employee before duty assignments and working with the public.
  - (d) Sanitation Training. The Concessioner will provide sanitation training to food service personnel at the start of their employment as needed to comply with the most recent edition of the U.S. Public Health Service Food Code.
  - (e) Environmental and Risk Management. The Concessioner will provide applicable training in environmental and risk management to all employees.

## VI) RISK MANAGEMENT

### A) Risk Management Program

A Risk Management Program will be maintained by the Concessioner to ensure a safe and risk-free employee and visitor environment. A Risk Management Plan will be developed, with assistance from the Chief Ranger and other Park personnel, within **60 days** of the effective date of Contract execution and maintained by the Concessioner to implement an appropriate safety program. This plan will be reviewed and approved annually by the Superintendent, in accordance with Occupational Safety and Health Administration ("OSHA") regulations, National Fire Protection Association ("NFPA") codes, and Service policies and guidelines. Updates to the program are due by **November 30** of the current operating year. The program will include, at a minimum, the following components:

- (1) Administration
- (2) Inspections
- (3) Deficiency Classification and Hazards Abatement Schedules
- (4) Accident Reporting and Investigation
- (5) Public Safety Awareness
- (6) Training

(7) Emergency Procedures

**B) Emergency Response**

- (1) *General.* The Concessioner will provide plans and procedures to their employees on how to effectively respond to all emergency situations.
- (2) *Emergency Response Plans.* As a component of its Risk Management Plan, the Concessioner will develop with the Chief Ranger an Emergency Action Plan and an Emergency Response Plan (“ERP”) in accordance with 29 CFR 1910.38 and 1910.120 respectively. The ERP will describe emergency response procedures to respond to spills of hazardous substances stored and handled by the Concessioner “for the purpose of stopping the release” as defined in 29 CFR 1910.120(q)(6)(iii). Hazardous substances to be addressed in the ERP will include but are not limited to gasoline, diesel fuel and hydrogen peroxide.
- (3) *Emergency Response Equipment.* Emergency response equipment will be provided by the Park in emergency situations.
- (4) *Reporting*
  - (a) The Concessioner will notify the Park Dispatch Center immediately when a release of hazardous or non-hazardous substance or biological product occurs. The Concessioner will comply with any applicable reporting requirements of Applicable Laws. Proper corrective, cleanup, and safety actions must be implemented immediately in accordance with the Concessioner’s emergency response plans and procedures and Applicable Laws.
  - (b) The Concessioner will submit all Emergency Planning and Community Right-to-Know (EPCRA) reports required under all Applicable Laws to the Service in accordance with Section 6d of the Contract.
  - (c) The Concessioner will also submit to the Service, upon request, applicable hazardous materials storage and toxic release information necessary for Service EPCRA reporting.

**C) Hazard Communication**

The Concessioner will develop, document, and implement a Hazard Communication Program in accordance with OSHA regulation 29 CFR 1910.1200. The Hazard Communication Program will address the written program, container labeling, material safety data sheets, and training.

**D) Respiratory Protection**

The Concessioner will develop, document, and implement a Respiratory Protection Program in accordance with OSHA regulation 29 CFR 1910.134. The Respiratory Protection Program will address voluntary and required respirator use and all respirators, including filtering face pieces (e.g., dust masks).

**VII) ENVIRONMENTAL MANAGEMENT PROGRAM**

The Concessioner will prepare, with guidance from the Service, an Environmental Management Program (“EMP”) in accordance with Section 6 of the Contract and the plan will be updated annually. Further specifications and requirements are found in other sections of this Operating Plan and the Maintenance Plan, Exhibit E to this Contract.

## VIII) EMERGENCY SERVICES

### A) Law Enforcement

The Service has primary responsibility for providing visitor protection and law enforcement.

### B) Fire Protection

The Service has primary responsibility for providing park structural and wildland fire protection and will provide response to the best of its ability, based on situation and available staffing.

#### (1) *Concessioner Responsibilities*

- (a) Fire prevention, protection and suppression will be primary considerations at all facilities. Structural fires will be suppressed to prevent the loss of human life and limit damage to real property and to cultural or natural resources.
- (b) The Concessioner has the responsibility to ensure that all facilities within its assigned area meet all Applicable Laws and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable NFPA standards.
- (c) The Concessioner will ensure staff is trained in the operations of all fire detection and suppression equipment.

#### (2) *Emergency Medical Care*

- (a) Emergency. The Service will provide emergency response medical services.
- (b) Training. At least one employee on duty at all times shall possess, at a minimum, current certifications in First Aid and CPR from the American Red Cross, American Heart Association, or equivalent. These certifications must be kept on file, and must be produced upon request by the Superintendent at any time.

#### (3) *Emergency Reporting Procedures*

The Concessioner and their employees are required to immediately notify the Park's personnel of any life threatening emergency occurring in the park. The following numbers will be made available to all employees and posted at appropriate locations.

- Life-threatening emergencies: 911 and Park dispatch at (775) 234-7331
- Non-emergencies: Park Dispatch Center (775) 234-7331
- All Concession employees will be trained in proper emergency reporting procedures and will be instructed to provide essential information, e.g., a call back number at their location. The Park Dispatch Center will dispatch park rangers and emergency personnel.

## IX) PUBLIC RELATIONS

### A) Required Notices

The following notice will be prominently posted at all Concessioner cash registers and payment areas:

- (1) This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is

responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

Please address comments to: Superintendent  
Great Basin National Park  
100 Great Basin National Park  
Baker, NV 89311

- (2) This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both.

#### **B) Public Statements**

All media inquiries concerning operations within the Park will be referred to the Superintendent.

#### **C) Advertisements and Promotional Material**

##### *(1) Promotional Material*

- (a) Approval. All promotional material must be submitted for review and approval before publication, distribution, broadcast, etc. The Concessioner will contact the Service well in advance to establish specific time frames for each project review. The Service may require that unapproved promotional material be removed from circulation.
- (b) Changes. All promotional media (including websites) changes and layout should be submitted to the Superintendent for review at least 30 days prior to projected need/printing dates. The Superintendent will respond to minor changes to brochure and other texts within 15 days if reasonably possible. Longer periods may be required for major projects or where the Park's staff assistance is required to help develop the product.
- (c) Park's Publications. The Park's newspaper includes information on Concessioner-operated facilities within the Park. The Concessioner is required to submit, for approval, a proposed minimum operating schedule to the Service; please see the table of reporting requirements for required due date. This schedule, once approved, will be included in the publication of the Park's newspaper. The Concessioner should contact the local Visitor Center Supervisor to receive a copy of the current newspaper.

##### *(2) Statements*

- (a) Authorization. Advertisements and promotional materials, including broadcast copy, must include a statement that the Concessioner is authorized by the National Park Service and the Department of the Interior to serve the public in Great Basin National Park.
- (b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

### **X) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS**

#### **A) Service Requirements**

##### *(1) Food and Beverage Service*

- All menus will maintain a price range that will accommodate the general range of park visitors.
- The Concessioner will offer a range of food services which provide for a wide variety of visitors in a café style setting.

(2) *Merchandising*

- (a) General: The retail service will comply with the guidelines established by NPS-48, “Concessioner Review Policy, Operational Performance Standards” and “Handicrafts, Gifts, and Merchandise.”
- (b) Gifts and Souvenirs: The Concessioner shall work with the Service to ensure the quality and the items are appropriate for the Area themes. A range of gifts and souvenirs will provide visitors with opportunities to buy inexpensive as well as fine art items.
  - Handcraft – Items representing Area themes, including crafts by local and Native American artists, will be actively sought.
  - Gift Shop – Items offered, to the greatest extent possible, will have a direct relationship to the Area, its environs, its history, or other related environmental or cultural topics. This will provide visitors with opportunities to buy memorabilia of their park visit while at the same time obtaining information or educational messages related the Area’s resources. Where possible and appropriate, informative tags will be attached to the sales item to show their relationship to the Area theme. Items of Area interpretive value and general value in environmental and cultural education will be prominently displayed.
  - Gifts and Souvenirs – Items which are commonly found outside the Area and which do not relate to identified Area themes will not compos the majority of stocked items available for purchase.
  - Clothing – The Concessioner will be allowed to carry a selection of clothing to meet the needs of visitors who may have forgotten items or need emergency replacements. The intent of this visitor service is to provide a narrow selection of items which nonetheless represent a range of price and quality levels.

**B) Equipment and Facility**

*Equipment.* All equipment should be periodically inspected and cleaned to ensure adherence to high standards. Any defective equipment shall be immediately repaired, removed or replaced. A cyclic schedule for repair and/or replacement of all equipment should be established by the Concessioner.

**C) Food, Food Services, and Storage**

- (a) The Concessioner is responsible for protecting all foodstuffs from wildlife at all times, in accordance with Park’s approved methods.
- (b) Sanitary food and water handling and storage practices must be used to prevent food borne illnesses. The Concessioner must ensure they have one employee who is a certified food handler (e.g. ServeSafe or equivalent). All suspected food-borne illnesses must be reported promptly. The Concessioner shall comply with all Service requirements regarding FDA food handling certification.

## **XI) REPORTING REQUIREMENTS**

### **A) Park Reporting Requirements**

- (1) *Utility Costs.* The Park will conduct an annual review of the operating costs for utility systems and services and the Concessioner will be notified in writing of the rates for the upcoming fiscal year.
- (2) *Annual Performance Evaluation.* The Park will prepare the Concessioner's annual performance evaluation during January for the preceding calendar year. The Concessioner will meet with the Superintendent and/or his/her representative(s) to discuss the annual evaluation, which includes contractual, operational, public health, and safety components.

### **B) Concessioner Reporting Requirements**

The following reports are in addition to those required by the Contract. These reports will be delivered to the Superintendent's Office. The Park and/or their representatives will be allowed to review supporting documentation for all operational reports upon request.

#### *(1) Financial*

- (a) Annual Financial Reports (AFR). AFR's are due annually, as soon as possible, but not later than **120 days** after the last day of the Concessioners fiscal year in the Superintendent's office.
- (b) Utility Pass-Through Revenue Report. The Concessioner will track any pass-through revenue and may have to adjust rates if the Concessioner determines a substantial shortage or excess of revenues may result, based on past and current records. The Concessioner will recommend changes annually to the Superintendent, subsequent to the receipt of following year utility rates, to bring the recouped revenue within the required range (five percent or less of utility costs). The Concessioner will provide the Superintendent annually with a utility pass-through revenue reconciliation report **not later than April 1<sup>st</sup>** of the following year.

#### *(2) Insurance*

- (a) Certificate of Proof of Insurance. Due in the Superintendent's office by **May 1<sup>st</sup>** of each year and each time a policy is changed or renewed.

#### *(3) Health and Safety*

- (a) Accident/Incident Reports The Concessioner will immediately report to the Park Dispatch Center at (775) 234-7331 or 911 the following:
  - Any employee or visitor fatalities;
  - Employee or visitor injuries requiring more than minor first aid treatment;
  - Personal and real property damage estimated to be over \$500;
  - Any wildland/structural fires;
  - Any motor vehicle accidents;
  - Any incident that affects Park resources, including, but not limited to, all spills of hazardous or non-hazardous substance spills; and,
  - Any known or suspected violations of the law.
- (b) Human Illness Reporting. Information on all human communicable illnesses, whether employees or guests, is to be promptly reported to the Park Dispatch Center. This



information, along with other information received, will be inspected by an NPS Sanitarian to help identify outbreaks of illness associated with contaminated water or food sources or caused by other adverse environmental conditions. Initial reports will be made by telephone.

(4) *General*

- (a) Management List The on-site General Manager will provide the Park a list identifying key concession management and supervisory personnel by department, with their job titles, and office and emergency phone numbers **within 30 days of Contract execution** and as revisions are made.
- (b) Survey and Visitor Response Data. All customer satisfaction data collected by third parties provided to the Concessioner will be readily available on-site for review by the Park. The Concessioner will also provide annually a tabulated summary of all visitor comments to the Superintendent by **March 1<sup>st</sup> of the following year.**

Approved, effective \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Superintendent, Great Basin National Park

Acknowledged by: \_\_\_\_\_  
Concessioner, (Title)